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| | PIIN/SIIN DAAE07-02-C-M057 | MOD/AMD P00013 | |
| Name of Offeror or Contractor: UNITED DEFENSE, L.P. | | | |

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of modification P00013 to Contract number DAAE07-02-C-M057 is to:

1. Correct a numbering error from modification P00012 for the added Scope Of Work (SOW). The SOW added by modification P00012 started at C.15 and ended with C.16. The correct number for the added SOW should of been C.16 through C.17. A revised SOW is included with the modification which reflects the correct statement numbers.
2. In addition to correcting an error on modification P00012, this modification also funds the extension of the performance period of the Contract and the performance period of the U. S. expatriates and Local Nationals to accommodate the brige between the end of the sixteen vehicle contract and the start of the new twenty-one vehicle contract at the Egyptian Tank Plant (ETP).
3. As a result of the above, the Contractor and the Government agree to the following:
 - a. The performance period of the contract is extended from 1 Apr 2004 through 31 Dec 2004.
 - b. The performance period of the U.S. expatriate and Local Nationals are extended as set forth below. As a result of the addition of 179 OCONUS manmonths and related Other Direct Costs (ODC's), CLIN 0002AA (OCONUS) is increased by a total amount of \$1,790,756.00. The estimated cost is increased by \$1,637,862.00 from \$3,318,676.00 to \$4,956,538.00. The Fixed Fee is increased by \$152,894.00 from \$310,256.00 to \$463,150.00. The total revised value for CLIN 0002AA is \$5,419,688.00.

| <u>U. S. Expatriate Position</u> | <u>Performance Period</u> | <u>No. of months extended</u> |
|----------------------------------|---------------------------|-------------------------------|
| Plant Manager | 1 Apr 04 - 31 Dec 04 | 9 |
| Area Mgr (Prod) | 1 Apr 04 - 31 Dec 04 | 9 |
| Area Assy Supv | 1 Apr 04 - 31 Dec 04 | 9 |
| Qual Supv | 1 Feb 04 - 31 Dec 04 | 11 |
| Matl Supv | 1 Apr 04 - 31 Dec 04 | 9 |
| Matl Cord | 1 Apr 04 - 31 Dec 04 | 9 |

| <u>Local National Positions</u> | <u>Performance Period</u> | <u>No. of months extended</u> |
|---------------------------------|---------------------------|-------------------------------|
| Program Admin | 1 May 04 - 31 Dec 04 | 8 |
| Executive Secretary | 1 May 04 - 31 Dec 04 | 8 |
| Junior Secretary | 1 Mar 04 - 31 Dec 04 | 10 |
| Office Boy | 1 Mar 04 - 31 Dec 04 | 10 |
| Office Boy | 1 Jan 04 - 31 Dec 04 | 12 |
| Health Care Admin | 1 May 04 - 31 Dec 04 | 8 |
| Logistic Eng | 1 Apr 04 - 31 Dec 04 | 9 |
| Mat'l Coord | 1 Apr 04 - 31 Dec 04 | 9 |
| Material Clerk | 1 Mar 04 - 31 Dec 04 | 10 |
| SPE Assembly | 1 Mar 04 - 31 Dec 04 | 10 |
| Config Specialist | 1 Mar 04 - 31 Dec 04 | 10 |
| SPE FT&A | 1 Mar 04 - 31 Dec 04 | 10 |

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- c. CLIN 0001AA is increased by \$1,194,244.00. The estimated cost is increased by \$1,092,280.00 from \$1,959,741.00 to \$3,052,021.00. The Fixed Fee is increased by \$101,964.00 from \$182,753.00 to \$284,717.00. The revised total for CLIN 0001AA is \$3,336,738.00.
4. The total contract price is increased by \$2,985,000.00 from \$6,760,638.00 to \$9,745,638.00.
5. The contractor's revised Small Business Subcontracting plan dated 22 Dec 2003 is approved and incorporated by reference.
6. The provisions of this modification constitute the complete equitable adjustment to the contract price and performance schedule(s) resulting from the changes incorporated herein. Any and all claim for adjustment of the contract price and performance schedule(s) resulting from the changes incorporated herein are hereby waived and released.
7. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 011 ***

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|-------------|------|------------|-----------------|
| 0001AA | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| | <u>MANUFACTURING TECHNICAL ASSISTANCE</u> | | LO | | \$ 3,336,738.00 |
| | CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee | | | | |
| | NOUN: MTA CONUS 13 HERCULES | | | | |
| | PRON: J52MTT0247 PRON AMD: 02 ACRN: AA | | | | |
| | AMS CD: NFQ005 | | | | |
| | FMS CASE IDENTIFIER: EG-B-NFQ | | | | |
| | Estimated Cost: \$3,052,021.00 | | | | |
| | Fixed Fee: \$284,717.00 | | | | |
| | Total: \$3,336,738.00 | | | | |
| (End of narrative C001) | | | | | |
| <u>Inspection and Acceptance</u> | | | | | |
| INSPECTION: Destination ACCEPTANCE: Destination | | | | | |
| <u>Deliveries or Performance</u> | | | | | |
| DLVR SCH | PERF COMPL | | | | |
| <u>REL CD</u> | <u>QUANTITY</u> | <u>DATE</u> | | | |
| 001 | 0 | 31-DEC-2004 | | | |
| | \$ 3,336,738.00 | | | | |

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|-----------------|
| 0002AA | <div><div>MANUFACTURING TECHNICAL ASSISTANCE</div><div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: MTA OCONUS 13 HERCULES PRON: J52MTT0147 PRON AMD: 03 ACRN: AA AMS CD: NFQ005 FMS CASE IDENTIFIER: EG-B-NFQ</div><div>Estimated Cost: \$4,956,538.00 Fixed Fee: \$463,150.00 Total: \$5,419,688.00</div><div>(End of narrative C001)</div><div>Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination</div><div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 31-DEC-2004</div><div>\$ 5,419,688.00</div></div> | | LO | | \$ 5,419,688.00 |

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

MANUFACTURING TECHNICAL ASSISTANCE
Scope of Work (SOW)
EGYPTIAN M88A2 COPRODUCTION

C.1 MANUFACTURING TECHNICAL ASSISTANCE (MTA): OBJECTIVE

The Contractor shall provide MTA efforts and program management in order to assist the US Govt/Arab Republic of Egypt (USG/ARE) in the execution of the planned M88A2 HERCULES Coproduction Program. The M88A2 Coproduction Program shall maximize use of the space available and existing plant equipment now in the Egyptian Tank Plant (ETP). The MTA objective is to ensure production capacity/capability for up to sixteen (16) M88A2 vehicles at a rate of two per month at the ETP. The vehicles produced shall be comparable in configuration and quality as those of the US Army. Contractor personnel located in both the United States and on-site at the ETP shall assist and advise USG/ETP personnel as required to facilitate and meet the objective. Major tasks included in this SOW are:

| | |
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| Program Management | C.2 |
| Configuration Management | C.3 |
| Pre-Production Engineering Supports | C.4 |
| Training | C.5 |
| Equipment Identification/Definition | C.6 |
| Validation/Verification of Block II Mods | C.7 |
| Engineering Support to Production/Technical Assistance | C.8 |
| Integrated Logistics Support/Total Package Fielding | C.9 |
| Property Management | C.10 |
| Proposal Costs | C.11 |
| Packaging and Shipping Data Development | C.12 |
| Material Handling and Processing for Shipment | C.13 |
| CONUS Local Purchase | C.14 |

C.2 PROGRAM MANAGEMENT:

The Contractor shall provide the support and effort necessary to participate as part of the Coproduction Management Office (CMO)/USG/ETP/Contractor Management Team both in CONUS and OCONUS. The functions of the Management Team will be to participate in program reviews, program scheduling, as well as identification and resolution of program related problems. The Contractor will assist, as described below, in monitoring the development and implementation of the production program at the ETP. The Contractor will provide direction and coordinate between the various related Coproduction tasks such as MTA, production and logistic support, and will act as the lead in identifying the impact of USG and ETP generated changes/decisions and providing recommendations and possible solutions. The Contractor shall provide the efforts necessary to conduct planning and to apply and manage its resources to ensure that MTA objectives and scheduled milestones are completed successfully. The Contractor shall develop and implement the program plans to identify and integrate all tasks, task schedules and budget for all functions. The Contractor shall establish and maintain the schedules, budgets and administrative controls to measure and report performance for all functions.

C.2.1. PROGRAM CONTROL AND ADMINISTRATION:

Under this contract, the Contractor is responsible only to the designated Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), and Contracting Officers Representatives (CORS). CORS will be designated members of the Coproduction Management Office (CMO) located in Sterling Heights, Michigan as well as the Coproduction Field Office (CFO) located at the ETP.

C.2.1.1 Contracting Officers Representatives : The Government will designate a CONUS and OCONUS COR for this contract as the points of contact for technical matters relating to the performance of this contract. After award of the contract, the PCO will officially designate the CORS and shall advise the Contractor in writing of the scope of responsibility with which each COR will be empowered. In no event shall the CORS be authorized to make changes to the scope of this contract. Changes to the contract can only be accomplished by the PCO (or ACO) by properly executed contract modifications.

C.2.2 PROGRAM INTERFACE AT ETP:

The Contractor shall interface between the M88A2 Coproduction Program and other contractors program efforts within the ETP complex. The contractor shall also retain responsibility for the coordination of all efforts within the M88A2 Coproduction Program in order to assure compliance with programs, plans, objectives and schedules. The Contractor shall elevate any disputes with other contractors to the CFO/CMO for resolution.

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C.2.3 MASTER PROGRAM PLAN:

C.2.3.1 The Contractor will provide an update to the Government-furnished Master Program Plan in accordance with CDRL A001, to describe program tasks and identify when they will be accomplished. The plan includes all Coproduction efforts and activities within the contract objectives and milestones. This document shall serve as guidance to the Contractor for accomplishment of the MTA effort, and shall be submitted for Government approval within 30 days of contract award.

C.2.3.2 Work Breakdown Structure: The Master Program Plans schedule will serve as the baseline for the Work Breakdown Structure (WBS). The Government-furnished WBS shall be updated as required and submitted in accordance with CDRL A002. The plan and WBS will be used to develop scheduling and budgeting systems and the more specific intermediate level operating and department plans. The Contractor shall manage the program to the requirements of the Master Program Plan, WBS, and schedule.

C.2.3.3 Coproduction Manufacturing Flow Charts: The specific work content requirements of Manufacturing Technical Assistance shall be provided in accordance with Government-furnished M88A2 Coproduction Manufacturing Flow Charts updated as required (CDRL A003). These charts shall include Make/Buy Items.

C.2.3.3.1 The Contractor shall provide appropriate personnel to support the additional work stations required for the manufacturing process as reflected in the Manufacturing Flow Charts as approved by the Government and the ETP and to support the ETPs production schedule.

C.2.3.4 Final Inspection Record (FIR): The completed vehicles will be inspected and tested and accepted by the Government of Egypt (GOE) in accordance with a Final Inspection Record.

C.2.3.5 Security Guidelines: The security guidelines for this contract are contained in Attachment 1, Security Classification Guide dated 20 May 98.

C.2.3.6 Any changes to the work content and documentation must be supported by a contract modification reflecting the mutual agreement of the parties.

C.2.4 PERSONNEL MANAGEMENT:

C.2.4.1 Staffing Plan: The Contractors Government-approved Staffing Plan is due 90 days after contract award. The plan shall provide a description of the technical skills and management expertise comprising the Contractor staffing at both CONUS and OCONUS locations. A cross reference explanation of the relationship between the Staffing Plan and contract SOW shall be provided with the Staffing Plan. The Approved Staffing Plan will be incorporated as an attachment to the contract.

C.2.4.2 Reporting: The Contractor will provide a Semi-Annual Report tracking performance against the Staffing Plan and Master Program Plan baselines in accordance with CDRL A004. The Semi-Annual Report will separately address CONUS and OCONUS staffing levels and identify the technical skills, management expertise, and corresponding headcounts at each site. Changes from the prior reporting period will be indicated. The Government may request interim updates for review in addition to the Semi-Annual Report and original Plans.

C.2.4.3 Contractor OCONUS Work Schedule: The normal work week for OCONUS Contractor personnel shall be forty (40) hours. These hours shall be expended at the discretion of the Contractor during the period Saturday through Thursday. Instructional periods will only be scheduled Saturday through Wednesday. The Contractor shall adjust the work week schedule to accommodate the Ramadan and Egyptian National holidays. Training hours will be decreased during the Ramadan period. The Contractor shall make maximum use of these periods for leaves and personal absences.

C.2.4.4 Personnel Support Services (PSS): The Contractor shall provide for and manage PSS for all Contractor employees and their authorized dependents, stationed in Egypt in support of the M88A2 HERCULES Coproduction Program. PSS is defined as the resources in terms of personnel housing services, transportation, maintenance, utilities, medical care, and other related efforts/services associated with the life support of program personnel. PSS for Third Country Nationals (TCNs) shall be provided in accordance with Egyptian laws.

C.2.4.4.1 The Contractor shall provide sufficient personnel to administer the PSS Program in Egypt. Administrative personnel will implement corporate initiatives, provide guidance and counsel to Program Management personnel and employees on employee relations, compensation, and performance management issues, coordinate training and employee development, administer company Human Resources programs, and perform all required financial and procurement tasks in accordance with appropriate policies and regulations.

C.2.4.4.2 The Contractor shall be responsible for providing and maintaining office space at the ETP for Contractor personnel.

C.2.4.4.3 The Contractor shall provide a staff to sustain the Contractor employees and their authorized dependents stationed in Egypt in support of the M88A2 HERCULES Program. The Contractor will provide transportation services to the ETP and have drivers on hand to accomplish transportation of employees to and from their work sites and other transportation required to support the program. The Contractor shall provide security personnel at housing and workplaces for Contractor personnel.

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C.2.4.4.4 The Contractor shall not provide any PSS that is provided by other means. For example, the Contractor shall not be required to provide maintenance, security and utilities if these services are normally provided by the housing compounds.

C.2.4.5 Business Travel: The Contractor shall submit a 45-day advance notification for business travel to ETP and other Egyptian Military OCONUS sites performed under this contract. Emergency OCONUS travel requiring less than 45-day notice may be submitted for approval by the CMO on a case-by-case basis. All requests are subject to the approval of the CMO. Requests for CONUS personnel traveling to CONUS sites are not required.

C.2.5. FORMAL REVIEWS: The Contractor shall be responsible for coordination, preparation and management of two (2) major In-Process Reviews (IPRs), and two (2) CONUS Program Management Reviews annually. Of the 2 IPRs, one (1) will be held in CONUS and the other OCONUS. The contractor shall obtain a site to hold these reviews, provide necessary audio-visual equipment and assist visitors in obtaining lodging accommodations. Agendas, charts, presentation handouts, minutes and action items shall be prepared by the Contractor as required by CDRLs A005 & A006 in coordination with the CMO. The Contractor shall also be responsible for providing pertinent program status and issues for these reviews, as well as reporting on previous action items.

C.2.6 CONFERENCE CALLS: The Contractor shall participate with the USG/ETP in one (1) weekly conference call focused on Production and one bi-weekly conference call focused on Logistics issues. Minutes shall be prepared by the Contractor and electronically distributed at least three (3) days prior to the next scheduled call.

C.2.7 LOCAL RESIDENT SUPPORT: The Contractor shall provide local support to the Coproduction Management Office (CMO) located in Sterling Heights, Michigan. Personnel serving in this capacity should have sufficient knowledge of on-going activities of M88A2 Coproduction Program and be able to represent the Contractor in making program decisions and executing program direction as required.

C.2.8 MEETINGS: The Contractor shall attend meetings with the COR(s), ETP Management, suppliers and other responsible parties to ensure compliance with the Egyptian Coproduction Office objectives.

C.2.9 FINANCIAL MANAGEMENT: The Contractor shall develop and maintain a baseline, cost budgeting, scheduling and control system to manage and report program related costs and variances by WBS element. The Contractor shall provide cost reports per CDRL A007. Performance and cost reports shall be provided to the USG twenty-five (25) days after the 1st of each succeeding month.

C.2.10 CONTRACT DATA REQUIREMENTS: The Contractor shall prepare technical data in the format and scope specified in the applicable Data Item Description (DID) DD Form 1664 included in Exhibit B. This information will be furnished in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements List (CDRL) DD Form 1423, Exhibit A.

C.2.10.1 Electronic delivery of data is the preferred method of delivery. A copy of the cover letter forwarding each CDRL submittal shall be provided to the Procuring Contracting Officer (PCO) and the COR.

C.3 CONFIGURATION MANAGEMENT:

C.3.1 Configuration Management System: The Contractor shall oversee a configuration management system in accordance the Configuration Management Plan tailored and approved for the program.

C.3.2 Configuration Management Plan: The Contractor shall update the Government-furnished Egyptian Coproduction Program Configuration Management plan in accordance with CDRL A008, as necessary to adapt to the Contractors configuration management system.

C.3.3 Configuration Control- CONUS: The Contractor shall maintain and control the Coproduction configuration baseline and manage the configuration changes for Coproduction application as applied to the USG configuration. The Contractor will also participate in the evaluation and processing of engineering changes, deviations, and waivers generated from either USG or ETP personnel.

C.3.4 Impact Statements: The Contractor shall provide impact sheets to the ETP in accordance with the updated Configuration Management Plan.

C.4 PREPRODUCTION ENGINEERING SUPPORT:

C.4.1 MANAGEMENT INFORMATION SYSTEM (MIS): The Contractor is required to utilize the ETPs Management Information System to the maximum extent possible. The Contractor shall calibrate, modify, or input any necessary changes or data elements to the existing MIS Modules for transistion to the M88A2 HERCULES Coproduction Program.

C.4.1.1 Manufacturing Drawings and Work Instructions: The Contractors OCONUS personnel shall work with and advise ETP personnel in adapting and customizing the provided production documentation to the ETPs needs. The Contractor is not responsible for the ETP generated production documentation.

C.4.2 ENGINEERING TECHNICAL LIAISON: OCONUS Contractor personnel shall advise in the interpretation of drawings, specification and manufacturing operation data, perform evaluation of material characteristics and properties, provide technical liaison to manufacturing, packaging and material storage and control activities, and advise ETP/CMO on product defect correction and engineering

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change recommendations. The Contractor shall actively participate in ETP configuration change review meetings, part source evaluation, supplier problem discussions, and material review board meetings.

C.4.3 QUALITY PROGRAM PLAN: The Contractor shall update the Government-furnished ETP Quality Assurance Plan in accordance with CDRL A009 as necessary to adapt provisions of the Contractors Quality Program Plan. PRODUCTION PLANNING: The Contractor shall provide planning for the update of ETP factory layouts and building construction requirements for Egyptian M88A2 Coproduction Program as the need arises. These shall include plans and guidelines for equipment installation and tryout, and the technical support and oversight of actual equipment installation and tryout. Equipment installation plans and the special tooling and special test equipment acceptance criteria will be defined by the Contractor as part of the factory systems checkout and process validation procedures.

C.4.4 The Contractor shall update ETP process documentation as required to reflect the configuration of the vehicles to be produced in the 16 vehicle follow-on program. Updates shall be submitted in accordance with the impact statement process currently in place.

C.5 TRAINING:

C.5.1 The Contractor shall conduct training for ETP instructor personnel per the Master Program Plan. Training of ETP instructor personnel will be Train the Trainer type training, whereby the Contractor shall train ETP instructors who, in turn, will train the ETP workforce. As a prerequisite for entry into this training, ETP instructor personnel must have successfully completed the ETP Instructional Systems Development Course. Additionally, the ETP instructors must have some educational and practical experience in mechanical, electrical, and automotive areas. The Contractor shall advise the ETP Management of any specifically required skill prerequisites for students prior to the commencement of training.

C.5.2 BLOCK II MODS - CONUS TRAINING:

C.5.2.1 The Contractor will conduct training for ETP/United Defense (UD) Cairo personnel at its York, Pennsylvania site on the Manufacturing and Quality processes associated with Key Configuration Changes (such as Block II MODS) and others, as agreed to by the USG, ETP and UD Team. The Contractor will prepare and supply all training materials and office supplies required for the training.

C.5.2.1.1 The class shall consist of one Quality Engineer from ETP, two Process/Manufacturing Engineers from ETP and three Technical Support personnel from UD Cairo team.

C.5.2.1.2 The duration of the training class will be three weeks. This timeframe will include sufficient time to follow two vehicles worth of effort in the York, Pennsylvania facility. The training will be conducted during an appropriate time period between the gap in production of the 50 and 16 vehicle program.

C.5.2.2 The Contractor will conduct a one week training class for ETP/UD Cairo personnel at its York, Pennsylvania site for performing Machine Volumetric and Parametric accuracy checks. The Contractor will prepare and supply all training materials and office supplies required for the training.

C.5.2.2.1 The class shall consist of one Quality Engineer from ETP and one Technical Support personnel from UD Cairo Team.

C.6 EQUIPMENT IDENTIFICATION/DEFINITION (Manufacturing, Quality, and Facilities):

C.6.1 The Contractor shall identify standard tooling, special tooling and Industrial Plant and Other Plant Equipment, including special test equipment, based on the Contractor/USG assessment of equipment performance requirements. Consumption rate projections shall be based upon a two (2) units per month continuous production rate. The Contractor will develop lists of Equipment, Tooling, Fixtures, and Facilities, and identify the general requirements and procurement specifications for special tools and equipment items, special test equipment, and special facilities modifications based on assessment of the Process Documentation.

C.6.2 Any equipment to be procured from the Contractor will be purchased by the USG under this MTA contract. CLIN 0004AA is established for this equipment and will be definitized on a Firm Fixed Price Basis.

C.6.2.1 Items acquired from the Contractor, in accordance with Paragraph C.6.2, will be identified in an attachment to the Contract.

C.7 VALIDATION/VERIFICATION (VAL/VER) OF BLOCK II MODS INCORPORATED INTO PRODUCTION: Validation/Verification is the process by which the M88A2 is demonstrated capable of being produced utilizing the deliverable data and specific equipment items in accordance with the established procedures and the Technical Data Package.

C.7.1 Each key manufacturing operation transferred to ETP shall undergo the VAL/VER process. The Contractor shall develop and submit a list of operations recommended for VAL/VER to the Government for approval forty-five days after contract award. Additional operations may be added later at the request of the Government.

C.7.2 The Contractor shall perform the VAL/VER of each transferred manufacturing operation in a three (3)- phase process. PHASE I: Each operation shall be performed using Contractor personnel only. PHASE II: The Contractors personnel shall demonstrate to ETP

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personnel. PHASE III: ETP personnel shall perform each operation, with Contractor oversight only. At their discretion, additional ETP personnel may be present to witness any of the VAL/VER Phases.

C.7.2.1 The Contractor shall develop and maintain a Validation/Verification Plan (CDRL A013) which will provide an explanation of the methodologies to be used to validate/verify each manufacturing operation and the processes/documents and facilities equipment used to perform it. The methodology shall have built-in checks and balances to ensure that the highest standards of performance are achieved.

C.7.2.2 The process and/or documentation will be considered validated/verified when ETP personnel, using approved documentation and facilities, complete Phase III in accordance with the USG approved Validation/Verification Plan. This VAL/VER by ETP personnel shall constitute acceptance of the equipment and applicable documentation.

C.7.3 The Contractor will provide a team of personnel to the ETP for a period of six months to participate in the training of ETP personnel on the manufacturing and quality processes associated with key configuration changes on the sixteen (16) additional vehicles (such as the Block II Mods/Long Term Fire Fix). This team will oversee and assist ETP personnel during the initial installation of the key configuration changes onto ETP production vehicles and the validation/verification process.

C.8 ENGINEERING SUPPORT TO PRODUCTION/TECHNICAL ASSISTANCE:

The Contractor shall provide the technical knowledge and services of various engineering organizations needed to solve problems associated with Coproduction process operation, ETP personnel performance to validated work instructions, and product quality.

C.8.1 QUALITY ENGINEERING: The Contractor shall provide quality engineering to assist in defect prevention, detection, evaluation, and notification systems that ensure continued production of acceptable quality parts. Quality Engineers will provide the assistance needed to help ETP personnel avoid and solve problems associated with the Coproduction process, personnel qualifications, and product quality. The Quality Engineering support activities may include machine, tool, and process capability studies, and review of specified and developed requirements affecting configuration and the amount, frequency, and severity of examinations and tests. The Contractors Quality Engineers shall provide recommendations for disposition of defective materials. They will assist in ETP development of procurement and manufacturing requirements, and personnel training and qualification activities. They will also establish and maintain a technical interface for Contractor-customer studies and communications. The Contractor shall provide quality engineering services to perform production troubleshooting, problem solving, and related quality engineering liaison tasks. In addition, the Contractors CONUS personnel will provide quality engineering liaison support to the deployed engineers, and will coordinate the support services with other US based office resources as required.

Quality engineering will assist the ETP in:

1. Assuring the compatibility of production operation sheets and quality requirements
2. The implementation and monitoring of corrective action
3. Reducing the cost of Quality
4. Refining work instructions and other quality documents
5. Assist in the resolution of vehicle acceptance issues in conjunction with Coproduction Field Office (CFO) personnel

C.8.2 FACILITIES ENGINEERING: The Contractors Facilities Engineering shall provide the technical knowledge and services needed to solve problems associated with the Coproduction process and the Contractor developed facility requirements. The facility engineering support activities include liaison support for problems associated with Coproduction material handling equipment, lifting devices, work area requirements, general safety requirements, and maintenance and utility requirements. The Contractors Facility Engineers shall establish and maintain a technical interface for Contractor/customer studies, quality reviews, and inter-organizational communications.

C.8.3 MATERIAL CONTROL: The Contractor will provide Material control personnel to identify the requirements for material handling, material handling equipment, storage, accounting, and control in the ETP Material Control Organization. The Government-furnished Material Control Plan shall be updated and provided by the Contractor IAW with CDRL A014 for identification and enumeration of the equipment proposed; layouts showing material flow, storage, and handling patterns; Job Position Requirements List, and an Organization Function Elements Chart and description. The Contractor shall provide the Manufacturing Bill of Material, which shall list stock and parts identification and will be updated as required. The Contractor shall provide support to the ETP in investigating and resolving material control problems and will assist in maintaining an inventory accuracy program at the ETP in accordance with approved Material Control Plans.

C.8.4 PRODUCT ENGINEERING: The Contractor shall provide product design liaison engineering support activities that will include tolerance stack-up and trade studies and review of specified requirements affecting product configuration, system integration, reliability, maintainability, human factor, safety, and material properties. The Contractors product design liaison engineers will evaluate material and workmanship defects and handling damage that results in product non-conformances with requirements. The Contractor shall provide recommendations for corrective action.

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C.8.5

MANUFACTURING ENGINEERING:

The Contractor shall advise ETP personnel in avoiding and solving problems associated with the Coproduction processes and product quality. The Contractors manufacturing engineering support activities will include machine, tool, and process studies. The manufacturing engineers will assist in ETP development of rework and repair requirements, and provide advisories for disposition.

C.8.6

INDUSTRIAL ENGINEERING:

The Contractor shall provide assistance in refining process methods developed for Coproduction processes and for performing tool and equipment studies and providing recommendations for improvements. The Contractor shall provide assistance in analyzing labor and machine capabilities.

C.8.7

ENGINEERING TECHNICAL LIAISON:

OCONUS Contractor personnel shall explain the drawings, specification and manufacturing operation data for production of M88A2 Vehicles to ETP personnel, perform evaluation of material characteristics and properties, provide technical liaison to manufacturing, packaging and material storage and control activities, and advise ETP/CMO on product defect correction and engineering change recommendations. The OCONUS Contractor shall actively participate in ETP configuration change review meetings, part source evaluation, supplier problem discussions, and material review board meetings.

C.8.8

SPECIALIZED ENGINEERING:

The Contractor shall provide the services of an engineer to act as a liaison between the Coproduction Management Office, the M88A2 HERCULES office in York and the ETP and perform specialized engineering, tracking and resolution of production issues.

C.9

INTEGRATED LOGISTICS SUPPORT (ILS)/TOTAL PACKAGE FIELDING (TPF):

C.9.1

ILS OBJECTIVE:

The ILS objective is for the GOE fielding of the sixteen (16) HERCULES vehicles in accordance with the Government-approved Fielding Plan. The Contractors ILS personnel shall advise USG and Egyptian Land Forces (ELF) personnel as required to meet this mutual objective of M88A2 fielding.

C.9.2

TPF MANAGEMENT:

C.9.2.1

The Contractor shall provide necessary support, supervision, and data management to the ELF for Total Package Fielding (TPF) activities. Such activities consist of provisioning review and freight forwarder management.

C.9.2.2

The Contractor shall provide the planning, management and performance of tasks related to identifying all ELF equipment requirements. Tasks consist of tracking requisitions and preparing requisition status reports.

C.9.2.3

The Contractor shall work with the ELF to develop TPF support packages at Store 67. Tasks consist of advising and recommending packaging techniques in accordance with the approved ELF fielding plan for Authorized Stockage List (ASL), CSP and special tools and test equipment handoff, and providing guidance on segregating, sorting and packaging of TPF material.

C.9.3

DATA PROCESSING: (FMS Case Validation):

C.9.3.1

The Contractor shall provide and maintain a relational database capable of tracking the Egyptian TPF data in order to provide TPF status reports for use by the Coproduction Management Office (CMO), the ELF, and the Contractor.

C.9.3.2

The Contractors database shall include defined line items and CSPs.

C.9.4

MATERIAL CONTROL REPRESENTATIVE (OCONUS):

The Contractor shall provide a Material Control Representative to advise the ELF concerning all material management, planning, and execution. The Contractor shall maintain an automated material database.

C.9.5

FREIGHT FORWARDER MANAGEMENT:

The Contractor shall provide tracking information , coordinated through the Egyptian Freight Forwarder, to the CMO and CFO/ETP representatives in Cairo for all parts and material, including TPF.

C.10

PROPERTY MANAGEMENT:

All property/material acquired by the Contractor (except for Household Items as described in Clause H.21) or provided by the USG/GOE shall be managed in accordance with part 45 of the FAR Federal Acquisition Regulation (FAR). The Contractor shall maintain inventory records of all property and material accountable under this contract. At contract completion, a representative of the USG will certify the accuracy and completeness of the inventory, at which time the inventory will be transferred to the GOE unless otherwise directed.

C.11

PROPOSAL COSTS:

| | | |
|--|---|---|
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The Contractor is authorized to bill for costs for development of proposals under the Contract when proposals are requested by the PCO.

C.12 PACKAGING AND SHIPPING DATA DEVELOPMENT:

C.12.1 The Contractor shall update packaging and shipping data to distribute parts to storage and assembly locations in Egypt. The Government will provide electronic files of existing M88A2 packaging data from Government files for reference. Data and information associated with HAZMAT shall be addressed by the Contractor to provide safe shipment. Data and information associated with shelf-life items shall be addressed by the Contractor to provide usable parts.

C.12.2 For items that are not HERCULES spare/repair parts, the Contractor shall develop preservation unit pack data sufficient to distribute parts to storage and assembly locations in Egypt. Access and background data will be provided to allow Government review. The Contractors method of preservation-unit pack for each item shall be subject to approval.

C.12.3 The Contractor shall submit a description of their processes for consolidating items in shipping containers and intermodal containers for approval. The description shall include software costs. The Contractor shall submit a description of their shipping and consolidation containers for approval.

C.12.4 The Contractor shall submit handling data for items that will not be shipped in intermodal containers.

C.12.5 The Contractor shall identify items that do not require further processing after receipt from vendors (buy items). The Contractor shall also identify make items. The Contractor shall identify items in their pack upon receipt/manufacture program and items in their vendor packaging program.

C.12.6 Unless existing LLR container designs for engine, transmission, and final drives (2) can be used without change or with only data plate/labeling changes, the Contractor shall provide alternate packaging instructions and validation testing. The existing GFM LLR for the (FAASV) HATZ APU can be used without change or with only data plate/labeling changes, the Contractor shall provide alternate packaging instruction and validation testing.

C.12.7 The Contractor shall update as required, packaging and shipping data to distribute Government-furnished Basic Issue Items (BII), Components of End Item (COEI) and On-board Spares (OBS) to Egypt. The BII/COEI, including OBS, are to be grouped as sets, applicable to a single vehicle.

C.13 MATERIAL HANDLING AND PROCESSING FOR SHIPMENT:

C.13.1 The Contractor shall receive Government-furnished emergency or unforeseen material shipments at its York facility. The material will be inventoried, consolidated, and provided to the Egyptian freight forwarder for shipment to the Egyptian Tank Plant.

C.13.2 Packaging. The Contractor shall assess unit packs and unit pack (identity) marking. Where assessment shows need for unit pack and marking improvements, the Contractor shall provide additional unit packaging and marking. The Contractor shall pack items into approved shipping/consolidation containers to provide for safe shipment and receipt of inventory in Egypt. For each shipping/consolidation container, the size, weight, method, number and identity of unit packs shall be recorded by the Contractor and provided to the Government as part of tracking.

TRF Number
Item Nomenclature
Part Number
Quantity

C.13.3 Shipment Marking: The Contractor shall clearly mark the consolidated material packages as follows:

Ship To: Egyptian Coproduction Program, FMS Case EG-B-NFQ
Military Factory 200
HQ 9 Mahmoud
Cairo, Egypt

C.14 CONUS LOCAL PURCHASE:

C.14.1 In the performance of this Contract, it is recognized that varying circumstances will require the procurement of parts or materials to prevent delays in coproduction of M88A2 HERCULES Vehicles in Egypt. Such supplies that are not priced into the Contract and were not contemplated, when the Contract was originally negotiated, as being the obligation of the Contractor will be subject to procurement under this provision. When requested by the U.S. Government, the Contractor will provide these parts or materials under CLIN 0005AA on an expedited basis. Items provided under this provision will be purchased by UDLP within CONUS. All requirements authorized for acquisition under this provision shall be provided by the Contractor in accordance with the following:

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C.14.1.1 Parts Request Forms (PRFs) will be generated at the Egyptian Tank Plant (ETP) in accordance with standard ETP procedures. PRFs will identify the item and quantity to be procured. The PRF will be submitted to the Chief of the Coproduction Field Office (CFO) for review, evaluation and signature. The Chief of the CFO shall forward those items (PRFs) falling under the threshold defined in C.14.1.2

to the CONUS or OCONUS Local Purchase CLIN COR who will authorize the Contractor to proceed in accordance with the terms of this provision and subject to FAR provisions.

C.14.1.2 The items to be procured shall not exceed a unit price of \$250.00. Each order shall not exceed a total of \$1,000.00 unless otherwise authorized by the U.S. Government PCO.

C.14.1.3 A total amount of (TBD) is available to the Contractor to for the period of 1 Dec 02 through 28 Feb 04. The total amount consists of the following:

Estimated Cost
Fixed Fee
Total CPFF

The contractor will be paid fixed fee based upon the number of PRFs processed during this period. The per PRF fixed fee is \$_____. The number of PRFs to be processed during this period is _____.

C.14.2 The Contractor shall report CLIN 0005AA status in the Monthly Performance and Cost Report submitted in accordance with CLIN 0003, ELIN A007. In addition, the Contractor shall maintain records, available for U.S. Government review, of the funds committed, expended, and disbursed under CLIN 0005AA for each purchase requisition.

C.14.3 Any property acquired under CLIN 0005AA by the Contractor, for delivery and use by the Government of Egypt (GOE) shall become the property of the GOE upon delivery. Such property, once delivered to the GOE, shall no longer be considered Government Property within the meaning of FAR Part 45.

***C.15 FIELD SERVICE REPRESENTATIVE:**

*C.15.1 The Contractor will provide one Field Service Representative (FSR) to provide technical and logistics advice and assistance services on-site in Egypt. The FSR will make recommendations to orient and instruct key personnel with respect to operation, maintenance, repair, parts supply and sustainment of the M88A2 HERCULES vehicles, including all subsystems. The FSR will be thoroughly experienced and qualified to advise and instruct personnel in the operations of the vehicle. He shall investigate and recommend the need for training and the need for Failure Analysis (FA) of specific components. The contract field service support shall include on-site back-up engineering information in the investigation and resolution of support problems.

*C.15.2 The Contractor shall report problems, in writing, to the Coproduction Field Office (CFO) team site supervisor with copies to the CMO Logistics Management, as necessary. The Contractor shall prepare and submit reports on all field service activities in accordance with CDRL A015.

****C.16 Modification Work Order (MWO) Coordination**

****C.16.1** The coordinator will coordinate and track three MWOs for the M1A1 Abrams vehicles being performed at the Egyptian Tank Plant (ETP) under FMS Case EG-B-USI, Line 4. The MWOs are limited to the External Auxiliary Power Unit and Upgrade (EAPU), Armament Enhancement Initiative (AEI), Ammo Door Modification and Pulse Jet System (PJS). All three modifications will be applied by separate teams on other contracts on 90 Egyptian M1A1 tanks located at the ETP. The work does not include any activities or materials related to the execution of the modification or there application. The coordinator will ensure that ETP depreservation activities are performed to support the modification schedules. When necessary, the coordinator will facilitate daily access to the ETP for the MWO teams.

****C.16.2** The coordinator will coordinate activities with the ETP, Coproduction Field Office (CFO), General Dynamics Land Systems (GDLS) and UDLP points of contact to ensure that materials needed to support the MWO tasks are available when needed to complete the schedules. The coordinator will ensure that material handling equipment and tools are readily available for the work effort or that sufficient workarounds are in place to complete the task. The contractor will ensure that movement of kit material within ETP is accomplished to meet the MWO schedules. The contractor will control all issues that may prevent the work from being completed, if such issues arise, they will be reported to the CFO.

****C.17** The contractor will track, monitor and report on the modification at the ETP. They will also maintain weekly status reports using guidance from DI-MGMT-80368, Status Report of the CDRL.

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* Removed from previous mod in error. Added back in by modification P00013

** Re-numbered by this modification.

*** END OF NARRATIVE C 002 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ ITEM MIPR | OBLG STAT/ ACRN JOB ORD NO | PRIOR AMOUNT | INCREASE/DECREASE AMOUNT | CUMULATIVE AMOUNT |
|--------|-------------------------------|-------------------------------|-----------------|-----------------------------|----------------------|
| 0001AA | J52MTT0247 NFQ005 | AA 1 2DBJNG | \$ 2,142,494.00 | \$ 1,194,244.00 | \$ 3,336,738.00 |
| 0002AA | J52MTT0147 NFQ005 | AA 1 2DBJNG | \$ 3,628,932.00 | \$ 1,790,756.00 | \$ 5,419,688.00 |
| | | | NET CHANGE | \$ 2,985,000.00 | |

| SERVICE NAME | NET CHANGE BY ACRN | ACCOUNTING CLASSIFICATION | ACCOUNTING STATION | INCREASE/DECREASE AMOUNT |
|-----------------|-----------------------|--|-----------------------|-----------------------------|
| Army | AA | 9711 X8242EG01X6D1000NFQ 005252GEGS20113 | W56HZV | \$ 2,985,000.00 |
| NET CHANGE | | | | \$ 2,985,000.00 |

| | PRIOR AMOUNT OF AWARD | INCREASE/DECREASE AMOUNT | CUMULATIVE OBLIG AMT |
|-----------------------|--------------------------|-----------------------------|-------------------------|
| NET CHANGE FOR AWARD: | \$ 6,760,638.00 | \$ 2,985,000.00 | \$ 9,745,638.00 |